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by a juryman is held, in *State v. Crawford* (Minn.) 1 L. R. A. (N. S.) 839, not necessarily to be reversible error in the absence of objection or exception by counsel.

Arbitration and Award—The Umpire.—Fraud or mistake on the part of an umpire, so great and palpable as to imply bad faith, or his failure fairly and honestly to perform the function assigned to him, is held, in *Edwards v. Hartshorn* (Kan.) 1 L. R. A. (N. S.) 1050, to invalidate his decision.

Banks and Banking—Deposits.—The right of a bank to apply to the personal obligations of a commission merchant money received for produce sent him for sale and deposited by him in his general account in the bank is denied in *Boyle v. Northwestern Nat. Bank* (Wis.) 1 L. R. A. (N. S.) 1110.

Negotiable Instruments—Indorsement.—One whose indorsement was secured upon a note by the trick of inducing him to sign his name to a paper placed upon the note in such a way that the ink penetrated through to the note is held, in *Yakima Valley Bank v. McAllister* (Wash.) 1 L. R. A. (N. S.) 1075, not to be liable.

Negotiable Instruments—Certainty of Payment.—The rule making certainty as to payment a condition of negotiability was applied in *Joseph v. Catron* (N. M.) 1 L. R. A. (N. S.) 1120, by denying the negotiability of a note payable upon the confirmation by Congress of a certain land grant.

Newly Discovered Evidence—Practice.—A supplemental bill in the nature of a bill of review is held, in *Hardwick v. American Can Co.* (Tenn.) 1 L. R. A. (N. S.) 1029, to be a proper proceeding to bring before the court new matter discovered by defendant while the decree is in process of execution.

Negligence—Release of Damages.—Injuries caused by gross negligence are held, in *Chicago, R. I. & P. R. Co. v. Hamler* (Ill.) 1 L. R. A. (N. S.) 674, to be included in a release, by a sleeping car porter, of the railroad company from liability for negligent injury.

Railroad Stations—Lighting.—What is a reasonable time to keep a station platform lighted prior to the arrival of a train is held, in *Abbot v. Oregon R. & N. Co.* (Or.) 1 L. R. A. (N. S.) 851, to present a question for the jury.

State Corporation Commission—Freight Rates.—The approval by the state commission of a freight rate based upon limited valuation of